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2011 FEB 21 10:30  
CLERK  
U.S. DISTRICT COURT  
DISTRICT OF NEVADA

James L. Potter and Charlene E. Potter  
5721 Tropic Mist St.  
Las Vegas, Nevada 89130  
Telephone (702 ) 633-7092  
Plaintiffs in Proper Person

UNITED STATES DISTRICT COURT  
District of Nevada

JAMES L. POTTER and

CHARLENE E. POTTER

PLAINTIFFS

vs.

BANK OF AMERICA, N.A. and

BANK OF AMERICA HOME LOANS and

BAC HOME LOANS SERVICING LP and

MERS - Mortgage Electronic Registration

Services

DEFENDANTS

Case No.: 2:10-cv-02095-GMN-LRL

MOTION FOR SUMMARY JUDGMENT

James L. Potter and Charlene E. Potter, Plaintiffs, in proper person, submit their Motion for Summary Judgment.

Plaintiffs ask this Honorable Court to take judicial notice of the fact that we appear without counsel, are not schooled in the law and legal procedures, and are not licensed to practice law. Therefore our pleadings must be read and construed liberally. Further Plaintiffs believe that this Court has a responsibility and legal duty to protect any and all of the Plaintiffs' Constitutional and statutory rights; specifically by the due process clause of the Fifth and Fourteenth Amendment thereto, which invokes the due process clauses of the Seventh, Fifth and Fourteenth Amendments to said Constitution upon the States and guarantees to all private citizens the freedom of private property and the separate and, distinct common law jurisdiction

1 of this Court, in accord with the rules of common law related to fiduciary duties.

2 Plaintiffs believe that the principle of equitable tolling does apply to all claims in this  
3 action, given Defendants violations of Constitutional law and federal and state statutes and codes,  
4 at all times relevant hereto, as detailed below, Plaintiffs could not have reasonably discovered the  
5 concealed facts of violations in-depth and explicitly, until we were faced with Defendants  
6 attempt to enforce an illegal attempt to collect and possible sale and dispossession of the  
7 Property. In this event we researched all matters concerning the legality of the collection and  
8 possible foreclosure, as well as the media coverage of government entities, and homeowners  
9 accusations of fraud in the enforcement of millions of foreclosures, leading us to study all of the  
10 documents and events relating to the purchase of the property.

11 The equitable tolling principles are to be read into every federal statute of limitations,  
12 unless Congress expressly provides to the contrary in clear and ambiguous language, (See  
13 *Rotella v. Wood*, 528 US.549,560-61,120 S. Ct. 1075,145L. Ed 2d 1047 (2000)). Since the  
14 Federal statutes and codes Plaintiffs accuse Defendants of violating in the Amended Complaint  
15 do not evidence contrary Congressional intents, all statute of limitations must be read to be  
16 subject to equitable tolling, particularly since the act is to be construed liberally in favor of  
17 consumers.

18 The issue of "Standing" is a basic issue of Constitutional Law either at the Federal level  
19 or at the state district court level. That is to say, if you are not the person directly injured or  
20 directly benefiting from a specific law or circumstance, you cannot go to court and try to enforce  
21 any rights that do not belong to you.

22 The United States Supreme Court in several cases has stated that federal courts must  
23 satisfy for themselves that "Standing" exists and that "the Plaintiffs have alleged such a personal  
24 stake in the outcome of the controversy as to warrant his invocation of federal-court jurisdiction.  
25 "*Warth V. Seldin*, 422 U.S. 490,498-99 (1975). Thus, if there is no direct injury or direct harm to  
26 the party that wishes to pursue a claim in court, then no right to "Standing" or right to be in court,  
27 exists in the first place.

## MEMORANDUM OF POINTS AND AUTHORITIES FACTS

## INTRODUCTION

Plaintiffs are not in default nor have breached their promise to repay the money they borrowed on the loan, yet Defendants continue to make statements and allegations that the Plaintiffs are seeking through litigation to avoid their payment obligations. In the Motion filed with the Court it is evident that the Defendants cannot show ownership of the alleged Mortgage Loan and do not know the true status of the stated loan within their institution. Defendants and/or Legal Counsel state that the Plaintiffs' are in default and have breached their promise to repay the money they borrowed. As of this date, January 21, 2011 the Plaintiffs' have evidence that they have never been in the rears in their payments and are current. The Defendants in their motion to dismiss amended complaint made a malicious statement pertaining to the Defendants being in default and published this false statement in a legal document which was submitted to the courts as a matter of public record. One of the Plaintiffs' are in the process of seeking employment and his field requires an in-depth background check by a potential employer where financial information is scrutinized and will lead to non-selection. The Defendants in fact have no evidence of such claim and could be held liable to the Plaintiffs' for potentially causing irreversible harm or injury to the Plaintiffs'.

The Amended Complaint at page 1, line 28, page 2 lines 6-10 clearly states the reasons for the action taken against Defendants "this action seeks to prevent the collection of an improper debt" and "to prevent double paying this bank on the debt and/or pay the wrong party and/or prevent the possible wrongful taking of the family home by a bank no longer having a right to foreclose or collect on it." Through Defendants pleadings filed with the Court it is evident that the Defendants cannot show ownership of the alleged Mortgage which is the paramount fundamental issue in this case. Instead they refer to the Evidence listed in the Amended Complaint beginning on page 7 line 26 and argue the validity of these documents. This Evidence is what supports the opening statements made in the Amended Complaint. Further through statements made in all of their pleadings, it should be evident that Defendants through their legal counsel are confused about which Plaintiffs and mortgage loan they are defending against, because Plaintiffs are not in default nor have breached their promise to repay

1 the money they borrowed. Based on these facts, their Opposition is not valid and should be  
2 denied.

3 Defendants have chosen not to defend the paramount fundamental issue in this case.  
4 Their pleadings thus far supports our contention that there exists an undisputed fact that Bank of  
5 America and its subsidiary companies do not own the mortgage loan in question. They have  
6 produced no evidence as to their claim to have any interest in the indebtedness of Plaintiffs and  
7 any claim to the property under the rights conferred under the Subject Deed of Trust or  
8 otherwise. Defendants are unable to prove their claims of ownership of the mortgage in question  
9 as they have failed to hold and possess the original Deed of Trust Mortgage, original note, and  
10 other pertinent documents. Again, the paramount fundamental issue in this case is Defendants  
11 lack of standing - holder in due course.

#### 12 BACKGROUND FACTS

13 Plaintiffs never denied that they entered into a mortgage loan with Prado Mortgage on  
14 August 1, 2005 in the amount of \$425,000.00 ("the loan") which was secured by the property  
15 located at 5721 Tropic Mist St., Las Vegas, NV 89130. The loan was immediately sold to  
16 Countrywide who was then acquired by Bank of America. Bank of America Home Loans  
17 notified Plaintiffs of this acquisition. The account number established by Countrywide remained  
18 the same and payments by Plaintiffs were made to BAC on or before their due dates (see Exhibit  
19 A). As previously stated, Plaintiffs have not stopped making payments and are not in default or  
20 breach of contract. But it was determined by audit and legal attempt to satisfy the loan with a  
21 pay-off determined that Defendants have no evidence of ownership of the mortgage loan in  
22 question. This is the paramount fundamental issue of this lawsuit.

#### 23 THE EVIDENCE

24 The audit referred to was attempted through a formal Qualified Written Request in  
25 compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section  
26 2605(e). Defendants failed to fully respond and were noticed of the same on or about June 6,  
27 2010. See attached Exhibit B.

28 On June 30, 2010, in response to a verbal request made by Plaintiffs for a pay-off on the  
subject mortgage loan, Defendants delivered to Plaintiffs via US Mail a Payoff Demand

1 Statement. See attached Exhibit C. This statement set forth the terms, conditions and  
2 instructions to pay-off the subject loan. In response, Plaintiffs sent correspondence via certified  
3 mail to Defendants Bank of America and BAC Home Loans Servicing LP conditionally  
4 accepting Defendants payoff demand. See attached Exhibit D. Plaintiffs provided their terms,  
5 conditions and instructions. Further, the correspondence states "I will accept your offer and  
6 tender full payment to be held in escrow by a third party Notary Public". On or about July 12,  
7 2010 and again on July 18, 2010, the third party sent correspondence noticing Bank of America  
8 and BAC Home Loans Servicing LP of funds being available until July 22, 2010. See attached  
9 Exhibit E. On or about August 4, 2010, an Affidavit - Commercial Oath and Verification and  
10 Final Notice of Default was sent via certified mail to Bank of America Home Loans and BAC  
11 Home Loans Servicing LP, outlining the events involving Plaintiffs response to Defendants  
12 Payoff Demand Statement. See attached Exhibit F.

13 Then on or about August 16, 2010, Plaintiffs delivered via certified mail a Notice of  
14 Right to Cancel - TILA to Defendants and other related parties - See Exhibit G.

15 Responses received to this series of documents were done by BAC Home Loans  
16 Servicing wherein they provided numerous unauthenticated copies of the note and Deed of Trust.  
17 Further, BAC Home Loans Servicing repeatedly stated that the loan would remain in full force  
18 and effect and that BAC would continue to be the servicer of the loan. It is important to note that  
19 none of the letters were signed and therefore inadmissible into evidence. Bank of America and  
20 MERS remained silent and did not respond.

21 Defendants claim these documents were fraudulent and without any legal validity. Yet,  
22 Defendants produced a Demand Payoff Statement to an inquiry about what is owed on the  
23 Mortgage Loan. They outlined terms, conditions and instructions but yet deny the right of the  
24 borrower to establish their own terms and conditions in response to this Demand. More so they  
25 allege that our tender of payment was insufficient and nonexistent. They did not inquire about  
26 the funds being held so how can they establish that the tender of payment was insufficient and  
27 nonexistent? Defendants have no basis or proof of this statement yet state in their Opposition to  
28 Defendants Motion to Dismiss Amended Complaint that Plaintiffs failed to include any relevant

1 facts or supporting evidence and only rely on conclusory allegations "regurgitated" from their  
2 previously filed pleadings. Defendants silence to the documents sent by Plaintiffs is evidence  
3 that they are unable to prove their standing, have no evidence of ownership of the mortgage loan  
4 in question, and are not Holders in Due Course. They are unable to produce the original  
5 documents to prove their claims. This is the paramount fundamental issue in this lawsuit and the  
6 basis for the Motion for Summary Judgment.

#### 7 LEGAL ARGUMENT

8 The suit filed with this Court is because Defendants cannot show ownership of the  
9 alleged Mortgage Loan. A Summary judgment in this case is appropriate because Defendants'  
10 through all of their responses prior to the filing of the lawsuit and subsequently throughout their  
11 responses and Motions to Dismiss have not provided any evidence supporting their claim to the  
12 Mortgage Loan in question. Defendants have not and cannot prove they are the owners and  
13 holders in due course of the Mortgage in question which is the paramount fundamental issue in  
14 this case. Defendants are not in standing with this Court. This material fact supports the legal  
15 argument for Plaintiffs' Motion for Summary Judgment.

#### 16 Facts in Support of Summary Judgment

17 Plaintiffs' Amended Complaint clearly states the reasons for the action taken against  
18 Defendants "this action seeks to prevent the collection of an improper debt" and "to prevent  
19 double paying this bank on the debt and/or pay the wrong party and/or prevent the possible  
20 wrongful taking of the family home by a bank no longer having a right to foreclose or collect on  
21 it." The evidence contained herein in response to Defendants Opposition to Motion to Dismiss  
22 Amended Complaint shows that numerous attempts were made to determine the owner and  
23 holder in due course of the Mortgage in question. Defendants have not proven their claim and  
24 continue to ignore and remain silent on this paramount fundamental issue. This issue is being  
25 heard in numerous cases throughout the United States and is evolving daily. Defendants are now  
26 being sued by the States of Nevada, Arizona as well as countless suits being filed in practically  
27 every state in the nation for their lack of standing, holder in due course, fraud, mishandling of  
28 loan documents through their subsidiary companies as well as through MERS. To this extent,



1 the Attorney General, State of Nevada, said on ABC news that due to Bank of America's  
2 arrogance and unwillingness to cooperate that the State of Nevada had no alternative but to file  
3 suit against Bank of America for their wrong doings in handling mortgage loans in this State. Yet  
4 Defendants continue to cite case law in their Pleadings and Motions that are outdated and if  
5 appealed would be overturned in light of current day law being established.

6 In response to Defendants regurgitation of their pending Motion to Dismiss, Plaintiffs  
7 respond:

#### 8 Securitization

9 In response to Defendants continued argument about securitization of the loan, Plaintiffs  
10 can prove beyond any doubt that the securitization process is one of the reasons that Defendants  
11 cannot prove their claim, cannot prove they are Holders in Due Course, and therefore are not in  
12 standing with this Court. See Amended Complaint page 7, line 5-25.

#### 13 Fraud

14 Although Defense claims there is no fraud because of conduct when in fact *fraud in the*  
15 *factum* is evident when the paramount issue of this case is Holder in Due Course.

#### 16 Defendants Need Not Produce the Original Note

17 Very recent Supreme Court decisions from Massachusetts on January 7, 2011 and  
18 Supreme Court of Kansas has substantiated the fact that Lenders must have the original  
19 documents to show ownership of the Mortgage Loan.

20 To show standing with the Court Defendants must have access to the original Deed of  
21 Trust, the Mortgage Note and supporting original documents. These Landmark cases have  
22 proven that mortgage banks must prove ownership with original documents instead of mere  
23 copies. In the case of Mortgage Electronic Registration Systems, Inc. v. Chong, Case No. 2:09-  
24 CV-0661-KJD-LRL (2009), the United States District Court, District of Nevada stated that  
25 "MERS did not establish it was a real party in interest. MERS was unable to prove it had  
26 possession of the note or at least provide evidence that it was a representative of the mortgage  
27 loan holder, which it failed to do." Additionally, in a Landmark decision in the Kansas Supreme  
28 Court, National Bank v. Kesler, 289 Kan. 528, 216 P.3d 158(2009). "Kan. Stat. Ann. § 60-260(b)

allows relief from a judgment based on mistake, inadvertence, surprise, or excusable neglect; newly discovered evidence that could not have been timely discovered with due diligence; fraud or misrepresentation; a void judgment; a judgment that has been satisfied, released, discharged, or is no longer equitable; or any other reason justifying relief from the operation of the judgment. The relationship that the registry had to the bank was more akin to that of a straw man than to a party possessing all the rights given a buyer." Also in September of 2008, a California Judge ruling against MERS concluded, "There is no evidence before the court as to who is the present owner of the Note. The holder of the Note must join in the motion." Wells Fargo v. Reyes, 867 N.Y.S.2d 21 (2008). Case dismissed with prejudice, fraud on the Court and Sanctions because Wells Fargo never owned the Mortgage. In LaSalle Bank v. Ahearn, 875 N.Y.S. 2d 595 (2009), the case was dismissed with prejudice - lack of standing. In another case, Novastar Mortgage, Inc. v. Snyder 3:07CV480 (2008), it was ruled that "Novastar has the burden of establishing its standing. It has failed to do so."

In a current case in the Eighth Judicial Court, State of Nevada, Ostorga vs. JP Morgan Chase Bank, Case No. A-10-628624-C, it is Plaintiffs contention that the Defendant in this case without the ability to show standing with the Court has chosen not to answer the Summons and loose this case by Default therefore showing that without standing the bank in these types of cases have no defense when Holder in Due Course is the paramount issue.

#### CONCLUSION

Defendants in this case cannot show and have not shown that they have standing and therefore have no legal right to continue in Court as a point of law. Defendants futile attempts in Opposing this suit is a waste of Defendants sustenance that we the tax payers of America have provided to Bank of America. Defendants do not have standing and therefore this case should be judged for Plaintiffs.

**WHEREFORE**, Plaintiffs we move that the Court grant this Order herein:

1. Enjoining further dispositions of the subject realty pending resolution hereof.
2. Declaring that Defendants lack any interest in the subject property which might permit them to foreclose, or attempt to foreclose, the Trust Deed and/or to sell the subject



1 property.

2 3. Terminating all present collection activities upon any security in the subject  
3 property and enjoining any further such collection actions not originated by the owners of the  
4 debt.

5 4. Declaring that the Trust Deed is not a lien against the subject property, ordering  
6 the immediate release of the Trust Deed of record, and quieting title to the subject property in  
7 Plaintiffs and against Defendants and all claiming by, through, or under them;

8 5. Refunding Plaintiffs from Defendants, jointly and severally, all fees and charges,  
9 principal and interest paid under the Trust Deed, and awarding Plaintiffs its cost of the action,  
10 including reasonable attorney's fees; and

11 6. For such other and further relief as the Court deems just in the premises.  
12 Therefore and all relief given and with these undeniable facts the Court must grant the Summary  
13 Judgment for Plaintiffs.

14  
15 Dated this \_\_\_\_ day of February, 2011.

16  
17   
James L. Potter

18 Plaintiff  
In Proper Person

19 

20 Charlene E. Potter  
21 Plaintiff  
In Proper Person

**EXHIBIT A**

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**Countrywide****HOME LOANS****ESCROW ACCOUNT REVIEW**Property address  
5721 Tropic Mist Street

James L &amp; Charlene E Potter

**ESCROW  
EXPLAINED**

Part of your monthly loan payment goes into an account to pay for your property taxes and insurance premiums. During the year, payments are made out of this account when bills come due. This notice describes any changes needed in your monthly payment to maintain enough money in your escrow account to pay these bills. In our step-by-step analysis, we determine the data shown below to calculate your new escrow payment.

See below for:

- an in-depth explanation of each step of your escrow analysis
- side-by-side comparison of last year's projected and actual data

**SUMMARY**

Base amount needed (see Step 1)	The expected monthly amount needed to pay your property taxes and insurance premiums	\$546.47
Shortage payment (see Step 2)	The monthly amount you must pay into your escrow account to keep the balance from falling below zero during the year	\$0.00
Reserve requirement (see Step 3)	The monthly amount allowed by federal law for unexpected tax and insurance increases and other costs	\$8.42
<b>New monthly escrow payment (see Step 4)</b>		<b>\$554.89</b>
<b>New monthly home loan payment effective 12/2008 (see Step 4)</b>		<b>\$2,501.80</b>

**HOW WE CALCULATE YOUR ESCROW PAYMENT****STEP 1****Determine base amount needed for the year**

Escrow items	Amount needed	Frequency in months	Monthly amount needed
Homeowners insurance	\$716.94	12	\$59.75
Monthly PMI	247.33	1	247.33
County taxes	703.50	12	58.63
County taxes	803.21	12	66.93
County taxes	683.00	12	56.92
County taxes	683.00	12	56.92
<b>Total monthly base payment amount</b>			<b>\$546.47</b>

**STEP 2****Determine lowest projected balance**

In the chart located below, we project the amounts you will pay into your escrow account next year and the amounts we will pay out for your insurance and tax bills. Remember, these figures are only projections and may not reflect the actual payments made at the time they are due.

Month	Escrow deposit(s)	Tax payment(s)	Insurance payment(s)	MP/PMI payment(s)	Balance
<b>Beginning balance</b>					<b>\$1,835.05</b>
September 2008				247.33	1,587.72
October 2008				247.33	1,340.39
November 2008				247.33	1,093.06
December 2008	546.47	683.00		247.33	709.20
January 2009	546.47			247.33	1,008.34
February 2009	546.47	683.00		247.33	624.48
March 2009	546.47			247.33	923.62
April 2009	546.47		716.94	247.33	505.82
May 2009	546.47			247.33	804.96
June 2009	546.47			247.33	1,104.10
July 2009	546.47	703.50		247.33	699.74
August 2009	546.47			247.33	998.88
September 2009	546.47	803.21		247.33	494.81*
October 2009	546.47			247.33	793.95
November 2009	546.47			247.33	1,093.09
<b>Ending balance</b>					<b>\$1,093.09</b>
<b>Lowest projected balance</b>					<b>\$494.81</b>
<b>Shortage payment amount</b>					<b>\$0.00</b>

\* Lowest projected balance (LPB)

Your Lowest Projected Balance (LPB) reflects a balance above zero. In the next step, we will compare this amount to your escrow reserve requirement to determine if there is an overage.

**STEP 3****Determine reserve requirement**

Federal law allows for the collection of a reserve amount to maintain a cushion for unexpected tax and/or insurance increases and other costs. The reserve used for this period is shown below.

Lowest projected balance (see step 2 above)	\$494.81
Total reserve requirement (16.6% of the base amount) *	595.88
Additional amounts required	101.07
<b>Monthly reserve requirement (\$101.07 divided by 12)</b>	<b>\$8.42</b>
<b>Available overage</b>	<b>\$0.00</b>

\* Base amount equals the total of payments anticipated to be paid out of the escrow account during the year but excludes PMI/MIP amounts.



## STEP 4

**Determine monthly payments****Calculation of monthly escrow payment**

Base amount needed for taxes and/or insurance (see Step 1)	\$546.47	
Shortage payment (see Step 2)	.00	
Reserve requirement (see Step 3)	8.42	
<b>Total monthly escrow payment</b>		<b>\$554.89</b>

**Calculation of monthly home loan payment**

Principal and/or interest	\$1,946.91	
Total monthly escrow payment	554.89	
<b>Total monthly home loan payment effective 12/2008</b>		<b>\$2,501.80</b>

**LAST YEAR  
IN REVIEW****Current analysis compared to previous****Monthly amount**

<i>Amount needed for taxes and insurance</i>	<i>Last analysis</i>	<i>This analysis</i>
Homeowners insurance	\$59.75	\$59.75
Monthly PMI	247.33	247.33
County taxes	58.63	58.63
County taxes	56.92	66.93
County taxes	56.92	56.92
County taxes	56.92	56.92
Total base escrow payment	\$536.45	\$546.47
Shortage payment	.00	.00
Reserve requirement	.00	8.42
Rounding amount	.00	.00
<b>Monthly escrow payment</b>	<b>\$536.45</b>	<b>\$554.89</b>
Principal and/or interest	\$1,946.91	\$1,946.91
Monthly escrow payment	536.45	554.89
<b>Total payment amount</b>	<b>\$2,483.36</b>	<b>\$2,501.80</b>

**Summary of escrow change**

As shown, your base escrow amount increased. Your reserve percentage remained unchanged. Your reserve payment increased. The result of these issues caused your total escrow payment to increase.

A side-by-side comparison of last year's projected escrow account activity and actual activity can be found below.

**Last year's escrow payments****Projected**

<i>Date</i>	<i>Activity</i>	<i>Paid in</i>	<i>Paid out</i>	<i>Balance</i>
	<b>Beginning balance</b>			<b>\$2,179.35</b>
07/02/2008	Monthly PMI		247.33	1,932.02
08/02/2008	Monthly PMI		247.33	1,684.69
09/01/2008	Sep Payment	536.45		2,221.14
09/02/2008	Monthly PMI		247.33	1,973.81
09/02/2008	County taxes		683.00	1,290.81
10/01/2008	Oct Payment	536.45		1,827.26
10/02/2008	Monthly PMI		247.33	1,579.93
11/01/2008	Nov Payment	536.45		2,116.38
11/02/2008	Monthly PMI		247.33	1,869.05
12/01/2008	Dec Payment	536.45		2,405.50
12/02/2008	Monthly PMI		247.33	2,158.17
12/02/2008	County taxes		683.00	1,475.17
01/01/2009	Jan Payment	536.45		2,011.62
01/02/2009	Monthly PMI		247.33	1,764.29
02/01/2009	Feb Payment	536.45		2,300.74
02/02/2009	Monthly PMI		247.33	2,053.41
02/02/2009	County taxes		683.00	1,370.41
03/01/2009	Mar Payment	536.45		1,906.86
03/02/2009	Monthly PMI		247.33	1,659.53
04/01/2009	Apr Payment	536.45		2,195.98
04/02/2009	Homeowners insurance		716.94	1,479.04
04/02/2009	Monthly PMI		247.33	1,231.71*
05/01/2009	May Payment	536.45		1,768.16
05/02/2009	Monthly PMI		247.33	1,520.83
06/01/2009	Jun Payment	536.45		2,057.28
06/02/2009	Monthly PMI		247.33	1,809.95
07/01/2009	Jul Payment	536.45		2,346.40
07/02/2009	Monthly PMI		247.33	2,099.07
07/02/2009	County taxes		703.50	1,395.57
08/01/2009	Aug Payment	536.45		1,932.02
08/02/2009	Monthly PMI		247.33	1,684.69
	<b>Ending balance</b>			<b>\$1,684.69</b>

\* Lowest projected balance

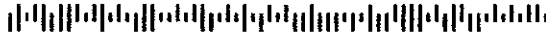
**Actual**

<i>Date</i>	<i>Activity</i>	<i>Paid in</i>	<i>Paid out</i>	<i>Balance</i>
	<b>Beginning balance</b>			<b>\$1,276.24</b>
09/03/2008	Sep Payment	536.45		1,812.69
09/12/2008	PMI payment		247.33	1,565.36
09/30/2008	County tax pmt		803.21	762.15*
10/03/2008	Oct Payment	536.45		1,298.60
	<b>Ending balance</b>			<b>\$1,298.60</b>

Customer Service  
PO Box 5170  
Sunny Valley, CA 93062-5170

Statement Date 12/31/2010  
**Account Number 103484653**  
Property address  
5721 Tropic Mist Street

0000205 01 AT 0.354 \*\*AUTO T1 3 2454 89130-1567  
PO A4 AG 000-----0-2-1- C0000070 IN 1 P00205  
JAMES L & CHARLENE E POTTER  
5721 Tropic Mist St  
Las Vegas NV 89130-1567



### How Your Loan Amount Can Change

If your Minimum Payment is less than the interest due, Only Payment:

- Your monthly Minimum Payment will not be enough to cover the interest due.
- The interest due, which is not covered by your Minimum Payment, is known as Deferred Interest and will be added to the amount you owe on your loan. Your Principal balance will then increase, which is known as "Negative Amortization".
- Negative Amortization results in reducing the amount of equity you have in your home. Negative Amortization should be managed carefully, so that you are not surprised by significant increases in future Minimum Payments.

FOR CUSTOMER SERVICE: 1.866.653.6183

## Your Monthly Home Loan Statement

Snapshot of your Home Loan as of December 03, 2010

Type of Loan	30 Yr Jumbo PayOption ARM w/PMI
Current Principal Balance	\$423,221.13
Original Loan Amount	\$424,000.00
Maximum Limit (see explanation at bottom of page)	115.00%
Margin	2.875%
Interest Rate this Month	3.250%
Remaining Term	24 Years, 8 Months

Payment Due Date: Jan 1, 2011

Late Payment Charge: \$104.67 if payment is not received by Jan 16, 2011

## Your Payment Options this Month

The amounts listed below are total payments, including amounts collected for escrow items such as taxes and insurance premiums.

Payment Options	Total Payment	Deferred Interest	Principal/ Interest Owed	Outstanding Late Charges**	Escrow	Optional Products***
Option 1 Amortized Payment - This option is not available this month.						
Option 2 15-Year Amortized Payment	\$4,817.06		\$4,256.43		\$560.63	
Option 3 Minimum Payment	\$2,654.01		\$2,093.38		\$560.63	
Option 4 Interest Only Payment - This option is not available this month						

\*Negative amounts ((-) minus sign) shown in the deferred interest column are added to the principal balance. This results from making a Minimum Payment that is less than the interest due.

\*\*Outstanding late charges up to \$400.00 are reflected in the payment option amount.

## Explore the benefits of managing your home loan account online....

Enjoy the ease and flexibility of accessing updated account information- 24 hours a day - in one convenient location. Log on to [www.bankofamerica.com](http://www.bankofamerica.com) to:

- access detailed information on your monthly, adjustable rate mortgage, and escrow statements
- review transaction history for payments received and escrow disbursements made
- update tax and insurance information
- view any payment changes due to ARM or escrow adjustments
- update bank information using Manage Accounts
- make payments on-line with **MortgagePay on the Web\***.

\*Please note: Terms and conditions apply. A service fee may be assessed. Please read website for enrollment details.

**Your Home Loan Activity this Month****Breakdown of Payments and Other Amounts**

Date	Description	Amount	Principal/ Deferred Interest*	Interest	Additional Principal	Escrow	Late Charges	Optional Products You Requested	Buy-down Assistance	Unapplied
11/15/2010	PMI payment	-\$247.33				-\$247.33				
12/02/2010	December payment	2,654.01	943.18	1,150.20		560.63				
12/02/2010	Misc posting	525.99			525.99					
<b>**Ending balance</b>		<b>\$423,221.13</b>								

\*Amounts preceded by a (-) sign have been added to the principal balance.

\*\*Please note: The ending principal balance shown above may not be the amount required to pay off your loan. For payoff information, you may use our 24-hour automated information system. Call 1.800.669.5833.

**Mortgage-Related Expenses Paid from Your Escrow Account**

We are responsible for paying the following mortgage expenses on your behalf, using the money in your escrow account:

Type of Payment	Who Receives the Payment	Your Policy Number or Tax ID	Frequency of Payment	Next Payment Due	Amount Due
Homeowners insurance	Allstate Insurance Co	986325768	Annual	04/01/2011	\$708.28
Monthly PMI		22835464	Monthly	12/01/2010	\$247.33
County taxes	Clark County Treasurer	125-25-414-004	Annual	07/01/2011	\$755.26
County taxes	Clark County Treasurer	125-25-414-004	Annual	09/01/2011	\$755.26
County taxes	Clark County Treasurer	125-25-414-004	Annual	12/01/2010	\$765.36
County taxes	Clark County Treasurer	125-25-414-004	Annual	02/01/2011	\$765.36

**DID YOU  
KNOW?****Payments**

We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law.

**TO  
CONTACT  
US****CREDIT REPORTING NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

For up-to-the-minute information about the account, use our 24-hour automated information system. To ask us about this statement or account information, call 1.866.653.6183, Mon - Fri, 8am to 9pm Eastern Time. Calls may be monitored and/or recorded for service quality purposes. *Se habla español.* 1.800.295.0025. TDD 1.800.300.6407

Please have the account number available when you call.

Or write to us at:

The address for general inquiries and all RESPA Qualified Written Requests is:  
BAC Home Loans Servicing, LP, Attn:

Customer Service CA6-919-01-41, PO Box 5170, Simi Valley, CA 93062-5170

Tax Dept CA6-913-1B-01, PO Box 10211, Van Nuys, CA 91410-0211  
Insurance Dept., TX2-977-01-03, PO Box 961206, Fort Worth, TX 76161-0206  
Payments, Attn: Remittance Processing PO Box 515503, Los Angeles, CA 90051-6803

\*Overnight deliveries LADC Retail Payment Services, CA9-705-09-31, 1000 W Temple Street, Los Angeles, CA 90012-1514

Our website [www.bankofamerica.com](http://www.bankofamerica.com)

Your account information is available in Spanish on the site mentioned above.

\*The facility at this address does not accept walk-up payments, it accepts overnight mail only. Payments can be made by Phone, Online, Mail, or at Bank of America Banking Centers.





**EXHIBIT B**

Proof of mailing attached

CERTIFIED MAIL # 7010 0290 0001 1678 1333

BANK OF AMERICA HOME LOANS  
BARBARA J. DESOER - PRESIDENT  
P.O. BOX 10227  
VAN NUYS, CALIFORNIA. 91410

**LOAN NUMBER 103484653**

Bank of America Home Loans, Alleged Creditor

vs.

JAMES L. & CHARLENE E. POTTER, Alleged Debtor

Re: Having been presented with a **QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST** dated February 27, 2010, sent via Certified Mail #7009 0960 0000 7002 0109, and having had Notice and opportunity to respond, Bank of America Home Loans **have failed to fully respond.**

Gentlemen:

This letter is lawful notification to you, pursuant to The Bill of Rights of the National Constitution, in particular, the First, Fourth, Fifth, Sixth and Ninth Amendments, and The Bill of Rights of the Nevada Constitution, in particular those sections which correspond to those sections referenced in the National Constitution, and pursuant to your oath, and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e), requires your written response to me specific to the subject matter. Should you fail to **FULLY and COMPLETELY** respond to this **NOTICE OF FAULT and OPPORTUNITY TO CURE**, within **10 days**, by answering all of the questions in the **QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST** you agree to the Default Provisions under the **QUALIFIED WRITTEN REQUEST**. Your failure to respond to this **NOTICE OF FAULT and OPPORTUNITY TO CURE** is your lawful, legal and binding agreement with and admission to the fact that everything in the **QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST** is true, correct, legal, lawful and binding upon you, in any court, anywhere in America, without your protest or objection or that of those who represent you. Your silence is your acquiescence. See: *Connally v. General Construction Co.*, 269 U.S. 385, 391. Notification of legal responsibility is "the first essential of due process of law." Also, see: *U.S. v. Tweel*, 550 F.2d. 297. "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading." Any other incomplete responses you may have sent or orders to not corresponded on this matter, are only conditionally accepted, only upon your full and complete response to the items required in the above referenced request letter, which has not occurred according to the record. Verbal replies are not accepted. Any legal threats, charges, or claims that this request is invalid are hereby accepted for value and considered settled.

Bank of America Home Loans, BARBARA J. DESOER – PRESIDENT having had opportunity to respond to the "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e), served upon them by JAMES L. & CHARLENE E. POTTER, in the matter of **LOAN NUMBER 103484653** on or about March 4, 2010 have failed to

respond and are in fault. Therefore, their failure to cure is their admission that the "Default Provisions under this QUALIFIED WRITTEN REQUEST" are in full effect.

This 2 page Notice of Fault is cordially presented, All Rights Reserved – Under Necessity

**Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent.**

If you choose to cure the FAULT, by answering all of the questions in the **QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST** then do so in writing, completely, on a point for point basis with particularity within 10 days of this letter's date, and support your statements with evidence, fact and law. Your failure to respond, as stipulated, is your agreement with and admission to the fact that everything in the NOTICE OF FAULT and the **QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST** is true, correct, legal, lawful, and is your irrevocable agreement attesting to this, fully binding upon you, in any court in America, without your protest or objection or that of those who represent you. Non – Assumpsit, All Rights Reserved

By: James L. Potter & Charlene E. Potter Date May 3, 2010

Authorized representative for JAMES L. & CHARLENE E. POTTER

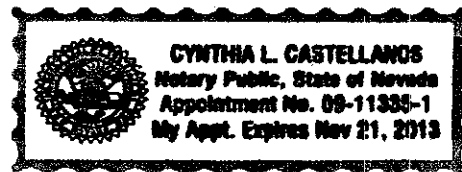
**NOTARY WITNESS**

State of Nevada County of Clark

Subscribed and sworn to (or affirmed) before me on this 3<sup>rd</sup> day of June, 2010, by James L. Potter & Charlene E. Potter proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Cynthia L. Castellanos (seal)

Commission expires November 21, 2013



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.  <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. </p>	<p> A. Signature  X <i>MARTIN E. UBERTA</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee  B. Received by (Printed Name) C. Date of Delivery </p>
<p> 1. Article Addressed to:  BANK of America Home Loans  Barbara J. DeSousa President  P.O. Box 10237  San Diego, CA 92140 </p>	<p> D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No </p> <p> 3. Service Type  <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input checked="" type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p> 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes </p>
<p> 2. Article Number  (Transfer from service label) 7010 0290 0001 1678 1333 </p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## ASSERVATION OF MAILING

I, Charlene Potter do hereby solemnly declare, that on 6/05, 2010, I did cause to be delivered by First Class Certified US Mail, a true and correct copy of the foregoing instrument, including true and correct copies of all/any documents referenced therein as "attached hereto", to the party and location listed below:

Witness Signature: \_\_\_\_\_

Witness Complete Name: \_\_\_\_\_

Re: Bank of America Home Loans vs. James L. Potter and  
Account # 103484653

MLADOW MESA STATION  
4904 CAMINO AL NORIE  
NORTH LAS VEGAS, NV 89031-9998

Document Sent To:

06/05/2010 11:07:06 AM

BANK OF AMERICA HOME LOANS  
BARBARA J. DESOER - PRESIDENT  
P.O. BOX 10227  
VAN NUYS, CALIFORNIA, 91410

Product	Sale	Unit	Final
Description	Qty	Price	Price

VAN NUYS, CA 91410 \$ 0.88

Zone-3 First-Class Mail®

Large Envelope

0 lb. 1.00 oz.

\* Expected delivery Monday, June

Certified Mail® \$:

Return Receipt (U.S. Mail) \$:

Issue Postage. \$:

Total: \$5

To by:

on Card \$5

Account #: XXXXXXXXXXXX0425

Approval #: 10 0

Transaction #: 000

IS-002170075-00

Receipt #: 122556

Transaction # 51

ISS # 316201-0550

check on the del status of  
or Certified Mail®. For visit  
Track & Confirm website at  
usps.com or use this Automated  
Mail Center® (or any Automated  
Mail Center® at other Postal  
locations).

Please retain all receipts from  
affixed forms. For inquiries, both  
sales receipt and the customer  
from the affixed form shall be  
ired.

Thanks

It's a pleasure to serve you.

SALES FINAL ON STAMPS AND POSTAGE.  
INDS FOR GUARANTEED SERVICES ONLY.

7010 0290 0001 1678 1333

Bank of America Home Loans  
PO Box 10227  
Van Nuys, CA 91410

**EXHIBIT C**



Payoff Department, Mail Stop TX2-981-03-13  
7105 Corporate Drive  
Plano, TX 75024-4100

0000078-0000155 190219

James L & Charlene E Potter  
5721 Tropic Mist St  
Las Vegas, NV 89130

**Statement Void After  
July 1, 2010**

Statement Date  
June 22, 2010

**BAC Home Loans Servicing, LP**  
**Loan No.: 103484653-3**

**Name & Property Address:**  
James L & Charlene E Potter  
5721 Tropic Mist Street  
Las Vegas, NV 89130

(CPJMPAYOPT)

<b>PAYOFF CALCULATION</b>	Principal Balance as of 06/01/2010	\$431,939.83
	Interest from 06/01/2010 to 07/01/2010	1,169.88
	County Recording Fee	14.00
	Reconveyance Fee	100.00
	Mortgage Insurance Premium	247.33
<b>Total Amount Required to Release Lien (As of July 1, 2010)</b>		<b>\$433,471.04</b>

**AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE JULY 1, 2010.**

**INTEREST CALCULATIONS**

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

**Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies. Amended demand statements are sent automatically if the total amount due increases before July 1, 2010.**

Daily Interest <sup>1</sup>	From	To	Interest rate
38.9945	06/02/2010	07/01/2010	3.2500

<sup>1</sup>Daily Interest = Principal Balance x Interest Rate ÷ 365

**PAYOFF INSTRUCTIONS**

Payoff funds must be made payable to **BAC Home Loans Servicing, LP** and will be accepted by **WIRE** or **CERTIFIED FUNDS ONLY**. They **MUST** reference the **BAC Home Loans Servicing, LP loan number, property address and borrower's name** in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 4:00 p.m. Central Time may be posted the following business day.

**Wire Funds to:**

Beneficiary Bank: Bank of America  
ABA Routing #: 0260-0959-3  
Beneficiary Acct Name: MRC  
MRC Account #12356-19173  
Reference: James L & Charlene E Potter  
Loan Number: 103484653-3

**Mail CERTIFIED Funds to:**

BAC Home Loans Servicing, LP  
Attention: Payoff Department, Mail Stop TX2-981-03-13  
7105 Corporate Drive  
Plano, TX 75024-4100

**PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE FUNDS INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.**

**EXHIBIT D**

In care of: Cynthia L. Castellanos, NOTARY  
For: JAMES L. & CHARLENE E. POTTER  
3316 Mastecraft Ave, N. Las Vegas, NV 89031

Certified Mail # 7009 0960 0000 7002 0277  
Return Receipt Requested  
July 1, 2010

To: BANK OF AMERICA HOME LOANS  
BARBARA DESOER - PRESIDENT  
P.O. BOX 10227  
VAN NUYS, CALIFORNIA, 91410

Re: BANK OF AMERICA HOME LOANS vs. JAMES L. & CHARLENE E. POTTER;  
Account no. 103484653; my Conditional Acceptance of Your Offer charging me \$433,471.04  
and the Terms of Contract.

#### REPLY TO LENDER

**Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent**

Gentlemen:

As acceptor of your offer to collect a payoff demand, I have the right to dictate terms  
(especially those protections I have under the law).

This letter will serve as notice as my **acceptance of your offer/claim upon presentment of the original unaltered note (wet ink signature) or contract**. This is the first requirement under the terms of this self executing agreement. As you know, upon payment, **I am entitled to the original note (wet ink signature) so that it may not be re-presented by another alleged "debt collector."** In recent cases brought by various banks, the courts have thrown out the complaints for failure by said banks to bring forward the Note (wet ink signature) to prove up their claims. Consider the article by Bob Ivry of Bloomberg.com from which this short quote is taken:

U.S. District Judge David D. Dowd Jr in Ohio's northern district chastised CHASE Bank National Trust Co. and Argent Mortgage Securities Inc. in October for what he called their "cavalier approach" and "take my word for it" attitude toward proving ownership of the mortgage note (wet ink signature) in a foreclosure case.

John Gallagher, a spokesman for Frankfurt-based CHASE Bank AG said the bank had no comment.

Federal District Judge Christopher Boyko dismissed 14 foreclosure cases in Cleveland in November **due to the inability of the trustee and the servicer to prove ownership of the mortgages.**

Similar cases were dismissed during the past year by judges in Nevada, Massachusetts, Kansas and New York.

**To insure that this agreement is fully binding:** upon receipt of this agreement, (realizing that LENDER/AGENTS may not have the original note (wet ink signature)) **you have (10) TEN days after receiving this notice to withdraw your claim** by noticing the notary, at the above mailing location, that the claim of LENDER/AGENT is null and void and that LENDER/AGENT's claim is withdrawn. Should you fail to withdraw the claim, having had notice and opportunity, you agree to be bound by the terms of this **self executing agreement**; agree not to proceed with any late payment claims or negative credit reporting, foreclosure, or court case, as I have made known my intent to tender full payment or else will have already tendered payment, and you agree to accept said settlement as explained above. I will then make arrangements to deliver full settlement in the amount of 433,471.04 to the Escrow Agent as described above, under notary seal. However, this tendered payment will be immediately withdrawn, upon your default/failure to withdraw any LENDER/AGENT's claim and/or your claim, at the end of the **(15) fifteen days** after your receipt of this notice.

You and the senior partners of BANK OF AMERICA HOME LOANS; as well as the President of LENDER/AGENT agree to be appointed fiduciaries with the **mandatory duty** to settle the claim upon my tender of payment to the escrow agent and to immediately produce the original note (wet ink signature) or contract. Upon receipt of this agreement, please immediately produce **your public hazard bonds**, so that I may enforce my claim upon your failure to produce the original note (wet ink signature) as required under the law.

The notified LENDER/AGENT agrees that a non-response or incomplete response, which shall be deemed a non-response, would grant the original Grantor/Trustor, JAMES L. & CHARLENE E. POTTER the right to act as or to appoint an agent of the bank for removal of current power of attorney and subsequent appointment of successor trustee for the purposes of filing a Full Reconveyance of the original Deed of Trust or filing a Satisfaction of Mortgage/ Release of Lien of the original Mortgage instrument, thus finalizing the lender's claim as satisfied in full.

**AUTHORIZATION TO RELEASE LOAN INFORMATION:** I hereby authorize you to release and all loan information requested to Cynthia L. Castellanos a third party NOTARY PUBLIC.

Sincerely yours,

  
JAMES L. & CHARLENE E. POTTER,  
*real party in interest*

Injured Party, Acceptor of Your Offer

# ASSEVERATION OF MAILING

I, Charlene E. Potter do hereby solemnly declare, that on July 1, 2010, I did cause to be delivered by Express private courier and/or First Class Certified US Mail, a true and correct copy of the foregoing instrument, including true and correct copies of all/any documents referenced therein as "attached hereto", to the parties and locations listed below:

Witness Signature \_\_\_\_\_

If witness is a NOTARY:

Commission expires 11/31, 2010

Cynthia L. Castellanos, Notary Public,  
3316 Mastecraft Ave,  
N. Las Vegas, NV 89031

**Re: BANK OF AMERICA HOME LOANS vs. JAMES L. & Account no. 103484653; my Conditional Acceptance of Your \$433,471.04 and the Terms of Contract.**

Copy to:

BANK OF AMERICA HOME LOANS  
BARBARA DESOER - PRESIDENT  
P.O. BOX 10227  
VAN NUYS, CALIFORNIA, 91410

By Certified mail# 7009 0960 0000 7002 0277

Note: Notary Public CYNTHIA L. CASTELLANOS is not an attorney licensed to practice advice or accepted fees for legal advice; provided no assistance in the preparation of the above issue referenced therein. Cynthia L. Castellanos is NOT a party to this action and is ONLY a notary.

=====

6210 N JONES BLVD  
LAS VEGAS, NV 89130-4001

07/01/2010 08:20:46 PM  
=====

Sales Receipt			
Product Description	Sale Qty	Unit Price	Final Price
VAN NUYS, CA 91410			\$4.95
Zone-3 Priority Mail®			
0 lb. 1.40 oz.			
* Expected delivery Tuesday, July 6.			
Certified Mail™			\$2.80
Return Receipt (U.S. Mail)			\$2.30
Issue Postage:			\$10.05
Total:			\$10.05

Paid by:  
DebitCard \$10.05

Account #: XXXXXXXXXXXX0425  
Approval #: 172416  
Transaction #: 509  
23-902170083-99  
Receipt #: 141369

APC Transaction #: 115  
USPS® #: 314885-9562

To check on the delivery status of your Certified Mail™ article, visit our Track & Confirm website at [w.usps.com](http://w.usps.com) or use this Automated Postal Center™ (or any Automated Postal Center™ at other Postal locations).

Please retain all receipts from fixed forms. For inquiries, both the sales receipt and the customer copy from the affixed form shall be required.

Thanks.  
It's a pleasure to serve you.

ALL SA  
REFUND

SIAGE  
ONLY.

7009 0960 0000 7002 0277

Bank of America  
P.O. Box 10227  
Van Nuys CA 91410



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.  <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. </p>		<p>A. Signature</p> <p><i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p><i>James St. Anthony</i>  <i>Indiana - 46060-1100</i>  <i>1000 N. 10th St.</i>  <i>Indianapolis, IN 46204</i></p>		<p>B. Received by (Printed Name)</p> <p><i>[Signature]</i></p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p><i>700-900-0000 - 1000 0000</i></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p> <input checked="" type="checkbox"/> Certified Mail    <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered    <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail    <input type="checkbox"/> C.O.D. </p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004      Domestic Return Receipt      102595-02-M-1540</p>			

**EXHIBIT E**

In care of: Cynthia L. Castellanos,  
 3316 Mastercraft Ave, N. Las Vegas, NV 89031  
 Notary Public For: JAMES L. & CHARLENE E. POTTER

Certified Mail # 7009 0960 0000 7002 0284  
 Return Receipt Requested  
July 12, 2010

To: BANK OF AMERICA HOME LOANS  
 BARBARA DESOER - PRESIDENT  
 P.O. BOX 10227  
 VAN NUYS, CALIFORNIA, 91410  
 (hereafter referred to as LENDER)

Re: Funds in the amount of \$433,471.04 held in Escrow for BANK OF AMERICA HOME LOANS to settle Account No. 103484653; Original Note (wet ink signature) Requested and Required for Release of funds; Funds Available until July 22, 2010.

**Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent**

Dear BARBARA DESOER - PRESIDENT:

At the request of JAMES L. & CHARLENE E. POTTER, I am in receipt, as Escrow Agent, of "legal tender funds" in the amount of \$433,471.04 to be paid to BANK OF AMERICA HOME LOANS upon production of the original (wet ink signature) promissory note held by you as collateral on loan number 103484653.

At your earliest convenience, please collect the funds by **tendering the original note (wet ink signature) to me** by July 22, 2010. JAMES L. & CHARLENE E. POTTER requires this so that the note (wet ink signature) may not be represented for collection. Upon receipt of the original note (wet ink signature), I will forward full payment of \$433,471.04 now held in escrow to you or the agent you designate to receive funds. I am also available to personally exchange funds for the instrument. Contact me as soon as possible to schedule a meeting. JAMES L. & CHARLENE E. POTTER will require that I return his payment to them on July 22, 2010, so please do not delay. Should LENDER/AGENT default, on July 22, 2010, I will issue an Affidavit of Non Response.

**I am not a party** to any dealings between LENDER/AGENT and JAMES L. & CHARLENE E. POTTER, and am merely acting as an Escrow Agent (a neutral third party who ensures that all conditions of a transaction are met) to tender to you the funds during the time allotted. It is my responsibility to report either a successful exchange with, or a non-response by, LENDER/AGENTS.

Sincerely yours,

  
 Cynthia L. Castellanos, Escrow/Notary  
 cc: JAMES L. & CHARLENE E. POTTER

## ASSEVERATION OF MAILING

I, Charlene Potter do hereby solemnly declare, that on July 12 2010, I did cause to be delivered by Express private courier and/or First Class Certified US Mail, a true and correct copy of the foregoing instrument, including true and correct copies of all/any documents referenced therein as "attached hereto", to the parties and locations listed below:

Witness Signature [Signature]

**Re: Funds in the amount of \$433,471.04 held in Escrow for BANK OF AMERICA HOME LOANS; to settle Account No. 103484653; Original Note (wet ink signature) Requested and Required for Release of funds; Funds Available until July 22, 2010.**

Copy to:  
BANK OF AMERICAN HOME LOANS  
BARBARA DESOER - PRESIDENT  
P.O. BOX 10227  
VAN NUYS, CALIFORNIA, 91410

CROSSROADS STATION  
6210 N JONLS BLVD  
LAS VEGAS, NV 89130-4801

07/12/2010

07:22:04 PM

Product Description	Sale Qty	Unit Price	Final Price
Sales Receipt			

By Certified mail# 7009 0960 0000 7002 028 VAN NUYS, CA 91410 \$4.95  
Zone 3 Priority Mail®  
0 lb. 1.00 oz.

Note: Notary Public CYNTHIA L. CASTELLANOS is not an attorney licensed to give legal advice or accepted fees for legal advice; provided no assistance in the preparation of the instrument referenced therein. Cynthia L. Castellanos is NOT a party to this act or the communications between the parties.

\* Expected delivery Thursday, July 15.

Certified Mail® \$2.00  
Return Receipt (U.S. Mail) \$2.00

Issue Postage: \$10.00

Total: \$16.95

id by:  
idCard \$10.00  
Account # XXXXXXXXXXXX0418  
Approval # 454025  
Transaction # 187  
S-M02170082-02  
Receipt # 142000

Transaction # 202  
S# 311-05 9562

check on its delivery status of  
in Certified Mail® article, visit  
Track & Confirm website at  
usps.com or use this Automated  
Mail Center® (or any Automated  
Mail Center® at other postal  
stations).

Please retain all receipts from  
this form for inquiries, both  
to sales representative and the customer.  
copy from this form shall be  
required.

Thanks

Please ensure to return this form

ALL INFORMATION ON THIS FORM IS UNCLASSIFIED  
RECEIVED BY GUARANTEED DELIVERY ONLY

7009 0960 0000 7002 0284

Bank of America  
P.O. Box 10227  
Van Nuys, CA 91410

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>[Signature]</i></p>	
<p>1. Article Addressed to:</p> <p><i>Bank of America Home Loans</i>  <i>Bret Baker - President</i>  <i>P.O. Box 10227</i>  <i>San Diego, CA 92140</i></p>		<p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>[Signature]</i></p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number          (Transfer from service label)</p> <p><i>7009 1910 0000 7002 0284</i></p>			
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt 102595-02-1-1540</p>	

**EXHIBIT F**



**AFFIDAVIT -  
COMMERCIAL OATH AND VERIFICATION  
and Final Notice of Default**

The State of NEVADA )  
County of CLARK ) Commercial Oath and Verification

Cynthia L. Castellanos, Notary Public, acting as a neutral third party Escrow Agent under his Commercial Oath with unlimited liability, proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of his private firsthand knowledge and belief under penalty of International Commercial Law.

RE: Lender Account# 103484653 PERSONALLY HAND DELIVERED ON: 8/3/2010

1. I have seen the evidence shows that the Respondent, BARBARA DESOER – PRESIDENT of BANK OF AMERICA HOME LOANS (hereafter referred to as LENDER/AGENTS) named in JAMES L. & CHARLENE E. POTTER's administrative remedy "Conditional Acceptance of Your Offer and Complaint charging me \$433,472.04 (with fees and costs) and the Terms of Contract" was duly served by Certified Mail on or before July 6, 2010. With notice to collect the funds held in Escrow and to produce the original promissory note (wet ink signature) held by LENDER/AGENTS was duly served by certified mail on or before July 16, 2010.
2. That 10 calendar days for LENDER/AGENTS to withdraw the complaint, claim, and/or demand for payment, and refuse JAMES L. & CHARLENE E. POTTER's self-executing contract expired on July 16, 2010.
3. That 15 calendar days to collect the \$433,472.04 and produce the original note (wet ink signature) held by LENDER/AGENTS concluded on July 22, 2010.
4. That the NOTICE OF FAULT was received on or about July 22, 2010 and 3 day OPPORTUNITY TO CURE commenced on July 19, 2010.
5. That the 3 days to cure concluded on July 22, 2010 with 3 days allowed for mailing.
6. That the 3 days for mailing commenced on July 19, 2010 and concluded July 22, 2010.
7. That no response to any of the above notices is evidenced by U.S. MAIL and any other private carrier.
8. That the Respondent, BARBARA DESOER - PRESIDENT- CEO of LENDER/AGENTS is now in DEFAULT without recourse and is found in agreement and harmony with the Declarant, JAMES L. & CHARLENE E. POTTER, in his "Conditional Acceptance of Your Offer and Complaint charging me \$433,471.04 (with fees and costs) and the Terms of Contract." Which terms instructed me to hold \$433,471.04 in legal tender funds for collection by LENDER/AGENTS upon production of the original note (wet ink signature) held by LENDER/AGENTS.

9. That LENDER/AGENT have been notified and agreed, by their silence, to Treble Damages separately and equally totaling \$1,300,413.12. Delivery of this document shall act as the bill for these agreed Treble damages.

10. It was further established, that **Non-response or incomplete response** would grant the original Grantor/Trustor JAMES L. & CHARLENE E. POTTER, the right to act as or appoint an agent of the bank for removal of current power of attorney and subsequent appointment of successor trustee, for the purposes of filing a Full Reconveyance of the original Deed of Trust or Mortgage instrument, thus finalizing the LENDER/AGENT's claim as satisfied in full.

**COPY TO: All Lenders and Agents – Additional copies may also be sent to other interested parties not specifically listed above, and will serve as equal notice when delivered by confirmed delivery**

**AFFIDAVIT - COMMERCIAL OATH AND VERIFICATION**

NOTARY and Escrow Agent further sayeth naught.

SUBSCRIBED AND SWORN

x *Cynthia L. Castellanos*  
Cynthia L. Castellanos  
NOTARY, Acting Escrow Agent

**NOTARY WITNESS ABOVE SIGNATURE**

State of NEVADA County of CLARK  
Subscribed and sworn to (or affirmed) before me on this 30 day of August, 2010, by  
CYNTHIA L. CASTELLANOS, proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

Signature *Diana M. West* (seal)

Commission expires April 13, 2014



ORIGINAL to: JAMES L. & CHARLENE E. POTTER

COPIES TO: lenders, servicers, trustee, and agents

**ASSEVERATION OF MAILING**

I, Charlene Potter do hereby solemnly declare, that on Aug 4, 2010, I did cause to be delivered by Express private courier and/or First Class Certified US Mail, a true and correct copy of the foregoing instrument, including true and correct copies of all/any documents referenced therein as "attached hereto", to the parties and locations listed below:

Witness Signature [Signature]

If witness is a NOTARY:

Commission expires N/A, 2010  
Cynthia L. Castellanos, Notary Public,  
3316 Mastecraft Ave, N. Las Vegas, NV 89031

**Re: AFFIDAVIT - COMMERCIAL OATH AND VERIFICATION and Final Notice of Default**

Copy to:  
BANK OF AMERICA HOME LOANS  
BARBARA DESOER - PRESIDENT  
P.O. BOX 10227  
VAN NUYS, CALIFORNIA, 91410

By Certified mail# 7009 0960 0000 7002 0291

**Note:** Notary Public CYNTHIA L. CASTELLANOS is not an attorney licensed to practice law in the state of Nevada and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Cynthia L. Castellanos is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.

7009 0960 0000 7002 0291

Bank of America Home Loans  
PO Box 10227  
Van Nuys, CA 91410

*Original in Cynthia's Envelope*

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p><input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p><input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</p> <p><input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature  <input checked="" type="checkbox"/> <b>X</b> <i>POSTALIZED</i></p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p><i>Unit of Supreme Court</i>  <i>U.S. Supreme Court</i>  <i>Washington, D.C.</i>  <i>20540</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number          (Transfer from service label)</p>	<p><i>7547 150 100 10-2-094</i></p>
<p>PS Form 3811, February 2004</p>	<p>Domestic Return Receipt 102595-02-M-1540</p>

**EXHIBIT G**

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In care of: Cynthia Castellanos, Notary Public  
For: JAMES L. & CHARLENE E. POTTER  
c/o 3316 Mustecraft Ave, N. Las Vegas, NV 89031

Date: August 12, 2010

TO: BANK OF AMERICA HOME LOANS  
BARBARA J. DESOER - PRESIDENT  
P.O. BOX 10227  
VAN NUYS, CALIFORNIA, 91410

7009 0960 0000 7002 0307 ✓

NEVADA TITLE COMPANY  
JEFFREY T. HARRIS - PRESIDENT  
10000 W. CHARLESTON BLVD #180  
LAS VEGAS, NEVADA, 89135

7009 0960 0000 7002 0314 ✓

BANK OF NEW YORK  
101 BARCLAY ST 4W  
NEW YORK, NY 10286

7009 0960 0000 7002 0321 ✓

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
PO BOX 2026  
FLINT, MI 48501-2026

7010 0290 0001 1672 6037

DOUGLAS C. GILLESPIE  
400 E. STEWART AVE  
LAS VEGAS, NEVADA, 89101

Re: Original Loan # 103484653  
Commonly Known Address: 5721 TROPIC MIST ST, LAS VEGAS, NEVADA, 89130

Deed of Trust Record: #T2005013895 Record Date AUGUST 1, 2005

### Notice of Right to Cancel - TILA

Notice to Agent is Notice to Principal Notice to Principal is Notice to Agent

Parties: JAMES L. & CHARLENE E. POTTER (Alleged Borrower(s) hereinafter Borrower(s)) –  
and, LENDERS

Attention: BANK OF AMERICA HOME LOANS BARBARA J. DESOER – PRESIDENT; BANK OF  
NEW YORK, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., NEVADA TITLE  
COMPANY - JEFFREY T. HARRIS, PRESIDENT; DOUGLAS C. GILLESPIE and each and every un-  
named Sheriff's Deputy, regardless of rank.

This communication will serve as my Notice of Right to Cancel dated August 10, 2010. TILA (Truth in  
Lending Act, 15 USC §1601 et seq; 12 CFR Part 226) allows three (3) days to review Disclosure  
Documents. However, the referenced 'Three Day Right to Cancel' must have a trigger to begin. That  
trigger, is when the LENDER/AGENT has provided the Borrower with ALL of the required Disclosures

under TILA, and that the same are true, complete, accurate, and timely provided. It is our belief ALL disclosures were not accurately or clearly made.

Being as the entire purported loan/mortgage process and Deed of Trust referenced herein and throughout, was clearly obtained by wrongful acts of fraud, fraudulent inducement, concealment, and fraudulent misrepresentation, the borrower has other recourse, right, and cause of action under numerous state and federal statutes. Acts of fraud taint/void everything it touches as the US Supreme Court has declared: *"There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments."* (United States v. Throckmorton, 98 U.S. 61). In a case of fraud or incomplete disclosure, the right to cancel may not even apply, since fraud cancels contracts anyway.

To this date, LENDER has never provided Borrower with true, complete, accurate or timely documents as required. ONLY AFTER such provision has been done, can the '3 DAY RIGHT TO CANCEL' period begin. If the required full Disclosure(s) have not been provided, then the period in which to Cancel is extended for up to three (3) years, OR until LENDER/AGENT moves to foreclose.

The records thus far evidence that **JAMES L. & CHARLENE E. POTTER** has paid to Escrow Agent the sum of \$433,471.04 for collection by BANK OF AMERICA HOME LOANS, upon receipt by Escrow Agent of the original note (wet ink signature) claimed to be held by BANK OF AMERICA HOME LOANS, that, after notice and opportunity BANK OF AMERICA HOME LOANS, **failed to bring forward said note (wet ink signature) and failed to collect tendered payment.** Under the now executed terms of that certain self executing contract (attached), BANK OF AMERICA HOME LOANS, and all parties agreed that BANK OF AMERICA HOME LOANS, did not have said note (wet ink signature); have brought a false claim and have therefore agreed to pay to **JAMES L. & CHARLENE E. POTTER** treble damages. BANK OF AMERICA HOME LOANS, have agreed under UCC 3-603, that their refusal of tender of payment is full settlement; that the alleged debt of \$433,471.04 **is settled in full.** Therefore **JAMES L. & CHARLENE E. POTTER** has requested to cancel within the stipulated three year time period, while still waiting to receive all Truth-in-Lending disclosures as required by Federal Law, the same of which have never been received. **JAMES L. & CHARLENE E. POTTER** has good cause to **rescind the alleged mortgage contract due to fraud** by BANK OF AMERICA HOME LOANS, as admitted by them due to their default under the terms of said self-executing contract. Since the agent for **JAMES L. & CHARLENE E. POTTER** has tendered payment to BANK OF AMERICA HOME LOANS, which tender of payment has been dishonored by BANK OF AMERICA HOME LOANS, therefore in accordance with UCC 3-603, the purported loan # 103484653 **is now settled in full.** In addition, a close perusal/audit of Borrower's mortgage documents has revealed certain Disclosure Violations; and, that the Borrower has the remedial right and remedy (UCC 1-201 (32) (34)), inter alia, to invoke his Right of Rescission (ROR) as further evidenced by the original NOTICE OF RIGHT TO CANCEL. You will also please find Borrower's signed and dated NOTICE to the LENDER/AGENT(s), Successor(s) and Beneficiary as stated on the NOTICE OF RIGHT TO CANCEL, if provided in the loan package. If such Notice was not provided, **this written Notice of communication is provided in lieu thereof.**

After sufficient NOTICE has been given to (alleged) LENDER, the LENDER is required by Federal Law to **CANCEL any lien(s) and to CANCEL any security interest on the Borrower's home within twenty (20) days. The LENDER must also return any money, interest, fee, and/or property to Borrower, as well as any money/funds given to any persons or other fiction in law/entity in connection with said transaction.**

In compliance with both State and Federal law or until the LENDER/AGENT complies, Borrower may retain the proceeds of the transaction. It should be "prudent" or "wise" for the Borrower to return



the property when gross discrepancies, fraud, or other wrongful acts are discovered - then he/she/they may offer its 'Reasonable Value'. In the event the LENDER/AGENT should fail or refuse to take possession of the property or return the borrower's money offer within twenty (20) days ... Borrower may then regain/acquire all rights to clear title and re-conveyance under Federal Law and provisions of TILA. The notified LENDER agrees that a non-response or incomplete response, which shall be deemed a non-response, would grant the original Grantor/Truster JAMES L. & CHARLENE E. POTTER the right to act as or to appoint an agent of the bank for removal of current power of attorney and subsequent appointment of successor trustee for the purposes of filing a Full Reconveyance of the original Deed of Trust or filing a Satisfaction of Mortgage/ Release of Lien of the original Mortgage instrument, thus finalizing the LENDER's claim as satisfied in full.

Additionally, Borrower has the right to offer LENDER a Reasonable Value. However, the penalty that a bank can face for violations of TILA and other State and Federal law can be as much as triple damages . . . i.e., triple the amount of the interest the bank stood to fraudulently make off of the mortgage/loan transaction, which BANK OF AMERICA HOME LOANS, BARBARA J. DESOER - PRESIDENT, have agreed to pay. Therefore, the borrower hereby in good faith make the following offer: Borrower will forgive BANK OF AMERICA HOME LOANS, BARBARA J. DESOER - PRESIDENT; BANK OF NEW YORK, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., NEVADA TITLE COMPANY - JEFFREY T. HARRIS, PRESIDENT any liability incurred by its wrongful actions, provided BANK OF AMERICA HOME LOANS, BARBARA J. DESOER - PRESIDENT; BANK OF NEW YORK, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., NEVADA TITLE COMPANY - JEFFREY T. HARRIS, PRESIDENT rightfully acknowledge that Borrower has settled the full amount of the alleged mortgage by his tender of payment which you dishonored; that you admit that no "loan" was ever made and that your claim is void due to your fraud. In addition, Borrower makes the one time demand of \$1,300,413.12 (treble damages) from each party for the loss, damage, and injury he has sustained as admitted by BANK OF AMERICA HOME LOANS; and, that BANK OF AMERICA HOME LOANS, BANK OF NEW YORK, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and NEVADA TITLE COMPANY - JEFFREY T. HARRIS, PRESIDENT, also remove all/any negative comments on Borrower's credit report attributed to this transaction.

Any default, failures, or non-compliance on the LENDER's part to perform as herein directed within twenty (20) days of receipt shall constitute this Notice of Right to Cancel as valid and fully agreed/accepted pursuant to the terms and conditions as set forth herein and throughout.

Sincerely,

  
JAMES L. & CHARLENE E. POTTER

Aug 12, 2010

**NOTARY WITNESS - IF MAILING DIRECT**

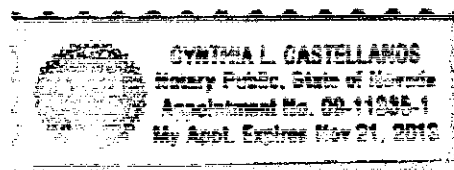
State of Nevada County of Clark

Subscribed and sworn to (or affirmed) before me on this 12<sup>th</sup> day of August, 2010, by

James L. Potter & Charlene E. Potter, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature:  (seal)

Commission expires 11/21/2012





### ASSEVERATION OF MAILING

I, Chaelene Potter do hereby solemnly declare, that on August 16 2010, I did cause to be delivered by Express private courier and/or First Class Certified US Mail, a true and correct copy of the foregoing instrument, including true and correct copies of all ~~any~~ documents referenced therein as "attached hereto", to the parties and locations listed:

Witness Signature \_\_\_\_\_

If witness is a NOTARY:

Commission expires \_\_\_\_\_ 20 \_\_\_\_\_  
Cynthia L. Castellanos, Notary Public,  
3316 Mastecraft Ave, N. Las Vegas, NV 89031

#### RE: Notice of Right to Cancel

Copy to:

BANK OF AMERICA HOME LOANS  
BARBARA J. DESOER - PRESIDENT  
P.O. BOX 10227

VAN NUYS, CALIFORNIA, 91410

By Certified mail# 7009 0960 0000 7002 036

*Bank of America Home Loans  
P.O. Box 10227  
Van Nuys, CA 91410*

BANK OF NEW YORK

101 BARCLAY ST 4W

NEW YORK, NY 10286

By Certified mail# 7009 0960 0000 7002 036

*Bank of New York  
101 Barclay St 4W  
New York, NY 10286*

NEVADA TITLE COMPANY - JEFFREY T. HARR

10000 W. CHARLESTON BLVD #180

LAS VEGAS, NEVADA, 89135

By Certified mail# 7009 0960 0000 7002 036

*Nevada Title Co Jeffrey Harris - President  
10000 W Charleston Blvd #180  
Las Vegas NV 89135*

MORTGAGE ELECTRONIC REGISTRATION SYST  
PO BOX 2026

FLINT, MI 48501-2026

By Certified mail# 7010 0290 0001 1672 603

DOUGLAS C. GILLESPIE

400 E. STEWART AVE

LAS VEGAS, NEVADA, 89101

Note: Notary Public CYNTHIA L. CASTELLANOS is not an attorney and does not provide legal advice or accepted fees for legal advice; provided no assistance in the

*Mortgage Electronic Registration Systems Inc  
P.O. Box 2026  
Flint, MI 48501-2026*

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>2. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>3. Print your name and address on the reverse so that we can return the card to you.</p> <p>4. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p><i>Bank of America Home Loans</i>  <i>Barbara J. Desver - President</i>  <i>P.O. Box 1007</i>  <i>Van Nuys, CA 91410</i></p>	<p>A. Signature  <i>X</i> <i>FAUSTINO J. DESVER</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received (Print Name)  <i>FAUSTINO J. DESVER</i></p> <p>C. Date of Delivery  <i>05:54:34 AM</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No          If YES, enter delivery address below:</p>
<p>2. Article Number          (Transfer from service label) <i>7009 0960 0000 7002 0307</i></p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input checked="" type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>Bank of New York          101 Barclay St 4W          New York, NY 10286</p>	<p>If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input checked="" type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number          (Transfer from service label) <i>7009 0960 0000 7002 0314</i></p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input checked="" type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>Nevada Title Company          Jeffrey T. Harris - President          1000 W. Charleston Blvd #150          Las Vegas, NV 89135</p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input checked="" type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number          (Transfer from service label) <i>7010 0290 0001 1672 6637</i></p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input checked="" type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>1. Article Addressed to:</p> <p><i>Mortgage Electric Reg. Systems Inc</i>  <i>P.O. Box 2026</i>  <i>Flint, MI 48501-2026</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No          If YES, enter delivery address below:</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input checked="" type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>